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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

Beardog Publishing Company, a Texas corporation, Plaintiff, v. Geoff Stradling, Defendant.	Case No. 2:17-CV-00913 **COMPLAINT FOR COPYRIGHT INFRINGEMENT** (Assigned to the Honorable __________)

Plaintiff, for its Complaint against Defendants, states as follows:

JURISDICTIONAL ALLEGATIONS

1. This is an action arising under the copyright laws of the United States, 17 U.S.C. § 101 *et seq*.

2. Plaintiff Beardog Publishing Company ("Beardog") is a Texas corporation with its principal place of business in Havelock, North Carolina.

3. Defendant Geoff Stradling is a resident of California.

4. Upon information and belief, Stradling is married. All his actions by alleged herein were taken for the benefit of his marital community.

5. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1338.

6. Jurisdiction and venue are appropriate.

GENERAL ALLEGATIONS

7. When sheet music of a copyrighted music composition is created, whether digital or physical, a license from the rights holder(s) for that composition must be obtained.

8. When sheet music is created for the use of a specific music ensemble, the arrangement is known as a "custom arrangement."

9. The license that must be obtained for a custom arrangement is commonly referred to as a "custom arrangement license."

10. Throughout the United States, high school show choirs often participate in extracurricular competitions and festivals for awards and ranking positions.

11. To create an advantage, many show choirs, through their directors and/or separate booster clubs, hire music arrangers to create custom arrangements for exclusive use by their particular show choir.

12. For example, an arranger might create an arrangement for SATB (soprano-alto-tenor-bass) for a mixed choir, or the arranger may create an arrangement for TTBB (two tenor parts and two bass parts) for a men's choir.

13. The custom arrangements typically also include instrumental accompaniment.

14. After a custom arrangement is created, it is duplicated and distributed by the arranger to the show choir director, who typically duplicates and distributes it to show choir members to learn and perform.

15. The arranger and/or director also duplicates and distributes the custom arrangement to professional bands, who accompany the choirs in performances of the custom arrangement.

16. Typically, an arranger arranges an entire show, which is called a “set” in the show choir industry, by stringing custom arrangements of several popular songs back to back.

17. A set typically lasts about 15 to 20 minutes.

18. These sets almost always contain music that is protected by active copyrights.

19. Where the arrangers and show choir directors create arrangements of music that is protected by copyright, they must obtain permission before creating, duplicating, and distributing custom arrangements.

20. Beardog wholly owns and controls the copyrights in certain works of Clint Ballard, Jr. As a copyright owner, Beardog is able to issue all types of copyright licenses for its works. Beardog issues custom arrangement licenses, in addition to various other types of licenses.

21. Beardog wholly owns and controls the copyright in the song “You’re No Good,” which was composed by Clint Ballard, Jr.

22. The applicable copyright registration numbers for You’re No Good are EU0000781481 and RE0000518940.

23. Beardog has standing to bring this lawsuit.

24. Defendant Geoff Stradling is a professional music arranger.

25. One aspect of Stradling’s arranging business includes arranging for high school show choirs.

26. In the 2015-2016 academic year, Stradling was hired to arrange a show choir set for a show choir called In Sync at Burbank High School.

27. Stradling arranged the set in the form of sheet music.

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28. Upon information and belief, Stradling received compensation in exchange for his arrangement of the set.

29. That set included custom arrangements of numerous songs protected by active copyrights.

30. Within that set, Stradling created a custom arrangement of You're No Good.

31. After creating the custom arrangement of You're No Good (among others in the set), Stradling duplicated the sheet music and distributed it to Brett Carroll, the director of the Burbank Show Choirs.

32. Upon information and belief, the sheet music of You're No Good was distributed by Carroll to members of the show choir for purposes of learning and performing it.

33. Further, upon information and belief, the sheet music of You're No Good was distributed to instrumentalists to accompany the show choir during performances of the set.

34. Additionally, professionally paid choreographers were hired to synchronize dancing with the custom arrangements and teach it to the show choir.

35. Upon information and belief, hundreds of thousands of dollars were spent on the Burbank show choir's set that included You're No Good, which allowed for, *inter alia*, arrangement of the set, synchronizing it with choreography, preparing costumes, traveling to numerous competitions and festivals throughout the country, paying admission fees to such competitions, paying for professional instrumental accompaniment, and paying for professional lighting.

36. Some performances of the set that includes You're No Good were captured on video and posted to YouTube.com. For example, one performance of the set was posted on YouTube.com on April 25, 2016 by a user named Brian Johnson. The video is located at https://www.youtube.com/watch?v=ch6fGXfnVSE&list=RDch6fGXfnVSE.

37. On January 19, 2017, the same performance was posted to YouTube by a user named Robert Sabree. That video is available at https://www.youtube.com/watch?v=4KRTtg1TvBY. That video is entitled “Burbank In Sync 2016 at Fairfield,” and the description provides, “Burbank In Sync performing their competition show at the Fairfield Crystal Classic.”

38. The Fairfield Crystal Classic is a show choir competition held each year in Fairfield, Ohio.

39. Upon information and belief, the same Burbank show choir performed the set that included You’re No Good at numerous other performances, competitions, and festivals throughout California and the United States in 2016.

40. At no time did Stradling obtain permission from Beardog to create a custom arrangement of You’re No Good or to duplicate or distribute it to the Burbank show choir.

41. Stradling’s infringement was willful.

42. When Stradling was hired to create the arrangement, he knew of an ongoing copyright dispute that involved four parties: a music licensing company called Tresóna Multimedia, LLC; Brett Carroll, a music director; the Burbank High School Vocal Music Association booster club; and Josh Greene, an arranger who had arranged for the Burbank show choirs before Stradling.

43. Greene had made musical arrangements for the Burbank show choirs for several years before that dispute arose. But during that dispute, Carroll stopped hiring Greene to make musical arrangements for the Burbank show choirs, because Greene refused to arrange copyrighted works without permission. After firing Greene and hiring Stradling, Carroll refused to divulge the identity of the new arranger.

44. Stradling knew licensing was required for the custom arrangement of You’re No Good that he created. But he willfully created that arrangement without acquiring permission, while participating in a scheme to keep his identity unknown.

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CLAIMS FOR RELIEF

COUNT ONE

(COPYRIGHT INFRINGEMENT – Custom Arrangement Licenses)

(All Defendants)

45. Beardog incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

46. By failing to get required custom arrangement licenses, Defendants infringed Beardog's copyrights in the song "You're No Good" in violation of 17 U.S.C. § 501 *et seq.*

47. Beardog suffered and is entitled to actual damages and profits as a result of that infringement.

48. In the alternative, Beardog is entitled to statutory damages as a result of the infringement.

49. Further, Beardog is entitled to its costs and attorney fees pursuant to 17 U.S.C. § 505.

PRAYER FOR RELIEF

WHEREFORE, Beardog prays that the Court enter judgment against Stradling as follows:

A. For an award of actual damages and all profits derived from the authorized use or, where applicable and at Beardog's election, statutory damages, which shall include statutory damages in an amount up to $150,000 per copyright infringement as a result of Stradling's willful infringement;

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B. That Stradling and his successors, agents, representatives, assigns, employees, and all persons who act in concert with them be permanently enjoined from committing any acts of infringement;

C. For compensatory, incident, and consequential damages in an amount to be proven at trial;

D. For punitive damages in an amount to be proven at trial;

E. For Beardog's reasonable attorneys' fees and costs incurred pursuant to 17 U.S.C. § 505 and other law;

F. For interest at the highest rate allowed by law from the earliest time permitted by law until the judgment is paid in full; and

G. For such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury.

Dated: February 3, 2017 LAW OFFICES OF WILLIAM D. CHAPMAN

By: /s/

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